

FILED
Clerk
District Court

OCT 10 2007

For The Northern Mariana Islands
By _____
(Deputy Clerk)

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**IN THE DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS**

LI FENFEN,

Plaintiff,

vs.

SEAHORSE INC. SAIPAN,

Defendants.

Civ. No. 07- **0033**

**COMPLAINT
AND JURY DEMAND**

COMES NOW Plaintiff Li Fenfen, by and through counsel, and for her Complaint against the Defendant states as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction of this matter pursuant to the Covenant To Establish a Commonwealth of the Northern Mariana Islands In Political Union With the United States Of America §§ 401-402 (authorizing Congress to establish this Court), 48 U.S.C. § 1821-22 (establishing this Court and granting it the jurisdiction of a district court of the United States), and 28 U.S.C. § 1332 (diversity jurisdiction), as this matter involves citizens of a state and of a foreign state, and the matter at issue is more than \$75,000, exclusive of interest and costs.

2. Venue is proper in this district under 28 USC § 1391(a) and (c), as both Plaintiff and Defendant reside in this district, the claim arose in this district, and Defendant, a corporation, is

1 incorporated, licensed to do business, and doing business in this district.

2
3 **PARTIES**

4
5 3. Plaintiff Li Fenfen is a citizen of the People's Republic of China residing on Saipan,
6 CNMI.

7
8 4. Defendant Seahorse Inc. Saipan is a corporation organized and existing under the laws of
9 the Commonwealth of the Northern Mariana Islands, with its principal place of business on Saipan.
10 It is engaged in the business of water sports, including jet-ski operations, and conducts such
11 operations at a beachfront site near the Fiesta Hotel, Garapan, Saipan, CNMI.

12
13 **FACTS**

14
15 5. On or about April 29, 2007, Plaintiff, after finishing work for the day, stopped by
16 Defendant's jet-ski operation on the beachfront near the Fiesta Hotel, Garapan, Saipan, CNMI.

17
18 6. One of Defendant's employees offered to take Plaintiff for a ride on a jet-ski, and she
19 accepted.

20
21 7. Defendant's employee drove the jet-ski out into the lagoon, with Plaintiff riding behind
22 him as a passenger.

23
24 8. Defendant's employee drove the jet-ski slowly at first, but soon increased his speed to the
25 point that Plaintiff became alarmed and told him to slow down.

1 9. Defendant's employee did not slow down, and instead continued driving the jet-ski at an
2 excessive and unsafe rate of speed.

3
4 10. As a result, the jet-ski overturned, throwing Plaintiff violently into the sea, and causing
5 her to sustain serious injuries, including but not limited to a broken arm and tendon damage.

6
7 11. At all times herein mentioned, Plaintiff exercised all due care and caution for her own
8 safety and the safety of others.

9
10 **CAUSES OF ACTION**

11 **FIRST CLAIM FOR RELIEF:**
12 **NEGLIGENCE**

13 12. Plaintiff re-alleges and incorporates herein paragraphs 1 through 11.

14
15 13. Defendant owed a duty of care to all invited and permitted riders and passengers of its
16 jet-skis, including Plaintiff, to act with due care and regard for their physical safety, and to take all
17 reasonable steps to protect them from injury.

18
19 14. Defendant breached its duty to Plaintiff by, *inter alia*, allowing incompetent and
20 unauthorized personnel to operate its jet-skis, and failing to properly train and supervise its personnel
21 in the safe operation of jet-skis. Defendant is also liable to Plaintiff for the negligence of its
22 employee under the principle of *respondeat superior*.

23
24 15. The actions, omissions and breaches of duty of Defendant and its employee giving rise
25 to this Complaint were grossly negligent, reckless, and taken with deliberate disregard and reckless
26 indifference to the safety of others, particularly the safety of Plaintiff.

1 16. As a direct and proximate result of the acts, omissions, and breaches of duty of
2 Defendant and its employee, Plaintiff suffered physical injuries requiring the services of physicians
3 and surgeons, nurses, physical therapists and other medical and rehabilitative personnel; requiring
4 travel to China for hospitalization and surgery, including surgery to insert a metal plate and screws
5 in Plaintiff's arm, future surgery to remove the plate and screws, and additional future reconstructive
6 surgery to remove a large scar from Plaintiff's arm; requiring Plaintiff to lose several months of
7 employment, and severely limiting her prospects for future employment, particularly in her ordinary
8 profession, which is masseuse, due to the near-total and possibly permanent loss of use of her right
9 arm and hand; and causing her pain, suffering, anguish, and emotional distress, all to Plaintiff's
10 damage. At the time of the filing of this Complaint, Plaintiff has not fully recovered from her
11 injuries, and her damages continue to accrue.

12
13 17. Defendant is liable to Plaintiff for all damages incurred as by her a result of the above-
14 described jet-ski accident, in an amount to be proved at trial.

15
16 **SECOND CLAIM FOR RELIEF:**
17 **CONSUMER PROTECTION ACT**

18 18. Plaintiff re-alleges and incorporates herein paragraphs 1 through 17.

19
20 19. In the operation of its jet-ski business, Defendant willfully engaged in unfair methods of
21 competition, and unfair or deceptive acts in the conduct of trade or commerce, in violation of the
22 CNMI Consumer Protection Act, 4 CMC § 5101 *et seq.*, by, *inter alia*: causing likelihood of
23 confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods
24 or services; causing likelihood of confusion or of misunderstanding as to affiliation, connection, or
25 association with, or certification, by another; representing that goods or services have sponsorship,
26 approval, characteristics, uses or benefits that they do not have, or that a person has a sponsorship,

1 approval, status, affiliation, or connection that the person does not have; representing that goods or
2 services are of a particular standard, quality, or grade, if they are of another; engaging in any other
3 conduct that similarly creates a likelihood of confusion or of misunderstanding; engaging in any act
4 or practice which is unfair or deceptive to the consumer; representing that any goods or services are
5 fit for any particular purpose, if they are not fit for that purpose; representing that a service is
6 provided by a person qualified to perform the service, if the merchant knows or should know that
7 the person is not so qualified; and introducing into commerce any good or service which the
8 merchant knows or should know may cause an unsafe condition in normal use, including performing
9 a service which may cause an unsafe condition.

10
11 20. Plaintiff is aggrieved as a result of Defendant's violations of the Consumer Protection
12 Act, and is entitled to recovery of her actual damages, an additional equal amount as liquidated
13 damages, and costs and reasonable attorney's fees, pursuant to 4 CMC § 5112(a).

14
15 **PRAYER FOR RELIEF**

16
17 WHEREFORE, Plaintiff prays for relief as follows:

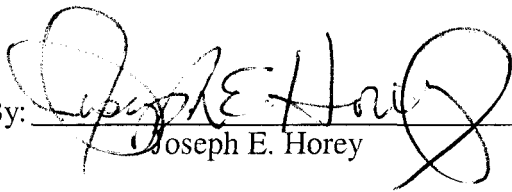
- 18
19 a. For general and special damages in an amount to be proven at trial but at least
20 \$100,000;
21 b. For an award of punitive damages;
22 c. For prejudgment interest as allowed by law;
23 d. For liquidated damages under the Consumer Protection Act;
24 e. For costs of suit herein;
25 f. For reasonable attorneys' fees; and
26 g. For such other and equitable relief as this Court deems just and proper.
27

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues so triable.

Dated: October 10, 2007.

O'CONNOR BERMAN DOTTS & BANES
Attorneys for Plaintiff

By: 
Joseph E. Horey

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